

HOWARD
RICE
NEMEROVSKI
CANADY
FALK
& RABKIN

A Professional Corporation

October 4, 2005

Three Embarcadero Center
Seventh Floor
San Francisco, CA 94111-4024

Telephone 415.434.1600
Facsimile 415.217.5910
www.howardrice.com

Writer's Information:

Simon J. Frankel
sfrankel@howardrice.com


Honorable F. Dennis Saylor
United States District Court
For the District of Massachusetts
595 Main Street
Worcester, MA 01608

Re: *Hewlett-Packard Dev., L.P. v. ICL Network Solutions (HK), Ltd.*
Case No. 05-cv-40153 (FDS)

Dear Judge Saylor:

On behalf of Plaintiffs, I am writing to follow up on the September 23, 2005 hearing before your Honor concerning Plaintiffs' application for a preliminary injunction. Consistent with my comments at the hearing, I am attaching slightly better version of the three invoices that were submitted to the Court as Exhibit 5 (the best quality copies we presently have in our files). We respectfully request that these copies be substituted in the Court's files for those I provided on September 23.

Very truly yours,



Simon J. Frankel

SJF/jc

cc: Louis Ciavarra
Ann Lamport Hammitte

W03 100405-107980079/1244764/v1

Jul. 01 2008 02:48PM P4

Invoice

Date	Number
6/30/2004	1029

End To

TYME COMP. LTD. LLC
Attn: Jefe Alarms
480 North Oak St.
Englewood CA 90302
USA

P.O. NUMBER		TERMS	SHIP DATE	VIA	WORKS
0000710		TT in Advance	6/30/2004	PARCEL	Long Kong
QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT	
80	3488A	HP Procurve 2800GE Mini SBC Part# Nee180043022000, 200043022747, 100043022707, 100043022708, 100043022748, 100043022705, 100043022709, 100043022749, 100043022704, 100043022706, 100043022700, 100043022701, 100043022702, 100043022703, 100043022742, 100043022708, 100043022705, 100043022706, 100043022703, 100043022704, 100043022708, 100043022704, 100043022703, 100043022704, 100043022708, 100043022703, 100043022707, 100043022708, 100043022748, 100043022709, 100043022708, 100043022709, 100043022708, 100043022709, 100043022709, 100043022702, 100043022701, 100043022708, 100043022703, 100043022704, 100043022707, 100043022706, 100043022702, 100043022709, 100043022703, 100043022707, 100043022708, 100043022706, 100043022706, 100043022708. Country of Origin China Northwest China 8472.00.0000 PRODUCTS ARE MADE OF PLASTIC AND ALLOY METAL PRICES ARE IN U.S. DOLLAR Warranty : 90 Days	120.00	9,600.00	
IN SERVICE OF THE NETWORK SOLUTIONS (HK), LIMITED			Total	9,600.00	

1997

Title and Risk of Loss: The goods identified in this invoice pass to the Buyer upon receipt by Seller of Buyer's payment in full. Buyer agrees to comply with all and Customs Export laws, and all laws of the importing country. Products described herein are for use by any organization, country, or any and every, whether your customer or your customer's customer, for use in connection with activities related to nuclear / chemical / biological weapons or missile technology or other activities related to the proliferation or weapons of mass destruction. All such and -ware / equipment require United States (US) export license from the US Department of Commerce. Payment by the Buyer constitutes the acceptance of the conditions of this license which supersedes any inconsistent or additional terms or conditions previously proposed by either the Seller or the Buyer.

RETURN CLAIM: Our Return Merchandise Agreement (RMA) gives you a maximum of 30 days (or less depending on our policy, but not to go below 30 days) within which to return an item. Failure to timely and satisfactorily return and customer forfeits the right to return. The date when this frame is voided from date of acceptance by ICL. No returns after 90 days. Factory defect, faulty performance (subject to test at defect), or wrong item delivered. Any returns after that will be subject to declassification by ICL—upon acceptance however, a restocking fee of 20% will be charged and deemed payable prior to return. ICL will shoulder freight expense for all returned merchandise. An RMA for return that incurs into warranty will follow as validity period that which means sooner.

FAX NO. : 18009631192

Oct. 20 2003 02:43PM P1

Integrated Compusystems (HK), Ltd.

1601-1603 Kinwick Centre,
32 Hollywood Road,
Central - Hong Kong
Ph: (852) 2815-4525

Proforma Invoice

Date	Number
10/21/03	1631

Bill To
COMPU AMERICA
5741-A Buckingham Parkway
Culver City CA 90230
ATTENTION: RANDI PELED

Ship to
COMPU AMERICA
5741-A Buckingham Parkway
Culver City CA 90230
ATTENTION: RANDI PELED

P. O. NUMBER	TERMS	SHIP DATE	VIA	Ex-Works
1020RP1	IN ADVANCE	ASAP	FEDEX	HK

Quantity	Item Code	Description	Price Each	Amount
10	J4858A	Proforma Gigabit SX-LC mini GBIC	\$ 150.00	\$ 1,500.00
10	J4859A	Proforma Gigabit LX-LC mini GBIC	\$ 300.00	\$ 3,000.00
		NEW		
Account Name: Integrated Compusystems (HK) Ltd. Account Number: 511-867145 Bank Name: Hong Kong and Shanghai Banking Corporation Bank Address: Main Branch, 1 Queen's Road Central Hong Kong Swift Code: HSBC HKHH HKH				

On behalf of Integrated Compusystems (HK) Ltd.

TOTAL**4,500.00**

Boots Camona
Boots Camona
Authorized Signatory

Conforms: *[Signature]*
Please

the and risk of loss for the goods identified in this Sales Order pass to the Buyer upon receipt by Seller of Buyer's payment in full. The Buyer's payment to this contract. Payment by the Buyer constitutes the acceptance of the terms and conditions of this Sales Order which supercede and negate all terms or conditions previously proposed by either the Buyer or the Seller.

VALIDITY CLAUSE: Price and availability for items specified herein will remain valid within 48 hours from confirmation of this Proforma Invoice. Buyer's order needs to be submitted to us within 48 hours from confirmation hereof, otherwise, price and availability will be subject to our reconfirmation.

CANCELLATION PENALTY CLAUSE: A Penalty Fee equivalent to 10% of total will be charged when customer cancels Purchase Order prior to agreed upon date. Seller is deemed valid and enforceable upon confirmation of Pro-forma Invoice. Upon confirmation, PO becomes non-cancellable until specified ship date. Integrated Compusystems is unable to comply with ship date for reasons that are beyond its control, extension shall be subject to mutual agreement without penalty fees indicated herein.

Integrated Compusystems (HK), Ltd.

1601-1603 Kinwick Centre,
12 Hollywood Road,
Central - Hong Kong
Ph: (852) 2815-4525

Proforma Invoice

Date	Number
11/6/03	1671

Bill To

COMPU AMERICA
741-A Buckingham Parkway
Culver City CA 90230
ATTENTION: RANDI PELED

Ship to

COMPU AMERICA
5741-A Buckingham Parkway
Culver City CA 90230
ATTENTION: RANDI PELED

P. O. NUMBER	TERMS	SHIP DATE	VIA	Ex-Works
1105RP1	TT IN ADVANCE	ASAP	FEDEX	HK

Quantity	Item Code	Description	Price Each	Amount
10	J4858A	HP Procurve 1000BSX Mini GBIC	\$ 155.00	\$ 1,550.00
10	CAB-SS530MT	MALE DTE TO SMART SERIAL RS-530CABL CAB	\$ 15.00	\$ 150.00
4	CISCO 2621XM	MID PERFORMANCE DUAL 10/100 ETHERNET	\$ 1,670.00	\$ 6,680.00
Account Name: Integrated Compusystems (HK), Ltd. Account Number: 511-867145-838 Bank Name: Hong Kong and Shanghai Banking Corporation Bank Address: Main Branch, 1 Queens Road, Central Hong Kong Swift Code: HSBC HKHH HKH				

on behalf of Integrated Compusystems (HK) Ltd.

TOTAL \$ 8,380.00

Boots Carmona
Authorized Signatory

Conforme: **RANDI PELED**
Please Sign Over Printed Name

liability and risk of loss for the goods identified in this Sales Order pass to the Buyer upon receipt by Seller of Buyer's payment in full. The internal laws of the State of California apply to this contract. Payment by the Buyer constitutes the acceptance of the terms and conditions of this Sales Order which supercede and negate any inconsistent or additional terms or conditions previously proposed by either the Buyer or the Seller.

LIABILITY CLAUSE: Price and availability for items specified herein will remain valid within 48 hours from confirmation of this Proforma Invoice. Bank-validated wire confirmation by needs to be submitted to us within 48 hours from confirmation hereof, otherwise, price and availability will be subject to our reconfirmation.

CANCELLATION PENALTY CLAUSE: A Penalty Fee equivalent to 10% of total will be charged when customer cancels Purchase Order prior to agreed upon ship date. Purchase order is deemed valid and enforceable upon confirmation of Pro-forma Invoice. Upon confirmation, PO becomes non-cancellable until specified ship date. In the event that Integrated Compusystems is unable to comply with ship date for reasons that are beyond its control, extension shall be subject to mutual agreement without penalty to the penalty fees indicated herein.